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FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MAY 15 2025

SEAN F. McAVOY, CLERK
RICHLAND, WASHINGTON

10 UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

14 v.

15 CHRISTIAN MEZA

16 Defendant.

Case No.: 4:24-CR-6017-MKD-2

Plea Agreement

18 Plaintiff United States of America, by and through Richard R. Barker,
19 Acting United States Attorney the Eastern District of Washington, and Brandon L.
20 Pang and Rebecca R. Perez, Assistant United States Attorneys for the Eastern
21 District of Washington, and Defendant CHRISTIAN MEZA ("Defendant"), both
22 individually and by and through Defendant's counsel, Rick Smith, agree to the
23 following Plea Agreement.

24 1. Waiver of Indictment, Guilty Plea and Maximum Statutory Penalties

25 Defendant agrees to waive indictment by the Grand Jury and enter a plea of
26 guilty to the Information charging Defendant with Distribution of 40 Grams or
27 More of Fentanyl, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(B)(vi), a Class B
28 Felony.

PLEA AGREEMENT - 1

1 Defendant understands that the following potential penalties apply:

- 2 a. a term of imprisonment of not less than 5 years up to 40 years;
- 3 b. a term of supervised release of not less than 4 years and up to a
- 4 lifetime;
- 5 c. a fine of up to \$5,000,000; and
- 6 d. a \$100 special penalty assessment.

7 2. Supervised Release

8 Defendant understands that if Defendant violates any condition of
9 Defendant's supervised release, the Court may revoke Defendant's term of
10 supervised release, and require Defendant to serve in prison all or part of the term
11 of supervised release authorized by statute for the offense that resulted in such term
12 of supervised release without credit for time previously served on postrelease
13 supervision, up to the following terms:

- 14 a. 5 years in prison if the offense that resulted in the term of
- 15 Supervised Release is a class A felony,
- 16 b. 3 years in prison if the offense that resulted in the term of
- 17 Supervised Release is a class B felony, and/or
- 18 c. 2 years in prison if the offense that resulted in the term of
- 19 Supervised Release is a class C felony.

20 Accordingly, Defendant understands that if Defendant commits one or more
21 violations of supervised release, Defendant could serve a total term of
22 incarceration greater than the maximum sentence authorized by statute for
23 Defendant's offense or offenses of conviction.

24 3. The Court is Not a Party to this Plea Agreement

25 The Court is not a party to this Plea Agreement and may accept or reject it.
26 Defendant acknowledges that no promises of any type have been made to
27 Defendant with respect to the sentence the Court will impose in this matter.

28 Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;
- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

4. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

1 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily
2 pleading guilty as set forth in this Plea Agreement, regardless of any immigration
3 consequences that Defendant's guilty plea may entail.

4 5. Waiver of Constitutional Rights

5 Defendant understands that by entering this guilty plea, Defendant is
6 knowingly and voluntarily waiving certain constitutional rights, including the
7 following:

- 8 a. the right to a jury trial;
- 9 b. the right to see, hear and question the witnesses;
- 10 c. the right to remain silent at trial;
- 11 d. the right to testify at trial; and
- 12 e. the right to compel witnesses to testify.

13 While Defendant is waiving certain constitutional rights, Defendant
14 understands that Defendant retains the right to be assisted by an attorney through
15 the sentencing proceedings in this case and any direct appeal of Defendant's
16 conviction and sentence, and that an attorney will be appointed at no cost if
17 Defendant cannot afford to hire an attorney.

18 Defendant understands and agrees that any defense motions currently
19 pending before the Court are mooted by this Plea Agreement, and Defendant
20 expressly waives Defendant's right to bring any additional pretrial motions.

21 6. Denial of Federal Benefits

22 Defendant understands that by entering this plea of guilty, Defendant may
23 no longer be eligible for assistance under any state program funded under part A of
24 Title IV of the Social Security Act (concerning Temporary Assistance for Needy
25 Families) or benefits under the food stamp program or any state program carried
26 out under the Food Stamp Act. 21 U.S.C. § 862a. Defendant also understands that
27 the Court may deny Defendant's eligibility for any grant, contract, loan,
28

1 professional license, or commercial license provided by an agency of the United
2 States or by appropriated funds of the United States. 21 U.S.C. § 862.]

3 7. Elements of the Offense

4 The United States and Defendant agree that to convict Defendant of
5 Distribution of 40 Grams or More of Fentanyl, in violation of 21 U.S.C. §
6 841(a)(1), (b)(1)(B)(vi), the United States would have to prove the following
7 beyond a reasonable doubt.

- 8 a. *First*, on or about April 6, 2024, in the Eastern District of
9 Washington, Defendant knowingly distributed fentanyl to
10 another person;
11 b. *Second*, the substance distributed was in fact fentanyl; and
12 c. *Third*, the Defendant distributed 40 grams or more of a mixture
13 or substance containing fentanyl.

14 8. Factual Basis and Statement of Facts

15 The United States and Defendant stipulate and agree to the following: the
16 facts set forth below are accurate; the United States could prove these facts beyond
17 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
18 Defendant's guilty plea.

19 The United States and Defendant agree that this statement of facts does not
20 preclude either party from presenting and arguing, for sentencing purposes,
21 additional facts that are relevant to the Sentencing Guidelines computation or
22 sentencing.

23 In 2023, members of the Federal Bureau of Investigation (FBI) and the Blue
24 Mountain Enforcement Narcotics Team (BENT) began investigating a drug
25 trafficking organization in the Walla Walla, Washington area organized by Vicky
26 VILLALOBOS. In summer 2023, a confidential informant (CI) identified
27 VILLALOBOS as a trafficker of drugs to Idaho, Oregon, and Washington. While
28

1 investigating that organization, investigators became aware of Defendant and co-
2 defendant Antonia LEAL also as distributors of controlled substances.

3 Around February 2024, VILLALOBOS identified LEAL as a potential
4 supplier of fentanyl pills. VILLALOBOS provided LEAL's phone number to the
5 CI but was unaware of what price LEAL would charge. When the CI contacted
6 LEAL, LEAL stated that fentanyl used to be around \$2 per pill, but recently had
7 gone up to around \$4 per pill. LEAL did not believe her supplier currently had
8 many pills on hand but would soon be resupplied.

9 On April 5, 2024, the CI was contacted by LEAL. LEAL informed the CI
10 that a supplier (later identified as Defendant) was offering to sell the CI up to 4,000
11 fentanyl pills. After discussion, the CI and LEAL agreed that LEAL would sell
12 2,000 pills for \$2,000, plus a fee to LEAL for arranging the deal. Because the CI
13 had not previously purchased from LEAL or Defendant, LEAL stated that
14 VILLALOBOS would vouch for her.

15 On April 6, 2024, the CI met with the supplier (Defendant) to complete the
16 deal as arranged by LEAL. CI and Defendant met at Defendant's residence and
17 went to safe in the back of the house where Defendant conducted the deal. The CI
18 purchased 1,250 pills from Defendant for \$1,700. While conducting the deal, the
19 CI observed what appeared to be a few ounces of methamphetamine and
20 approximately 5,000 more fentanyl pills, along with a Glock pistol¹ inside the safe
21 with the drugs. Defendant provided the CI with his phone number for future sales.
22 DEA Labs has tested the purchased pills and confirmed there to be approximately
23 1,376 fentanyl pills, weighing 143.9 grams.

24
25
26
27 ¹ A state search warrant was executed the following day, April 7th, 2024 on
28 Defendant's vehicle. Detectives located a realistic-looking Glock BB gun inside
the vehicle.

1 Defendant stipulates and agrees that between February and June of 2024, he
2 worked with LEAL and others to distribute controlled substances as described
3 above, including the distribution of 40 grams or more of fentanyl.

4 9. The United States' Agreements

5 The United States Attorney's Office for the Eastern District of Washington
6 agrees that at the time of sentencing, the United States will move to dismiss the
7 charges in the Indictment which pertain to this Defendant unless Defendant
8 breaches the plea agreement.

9 The United States Attorney's Office for the Eastern District of Washington
10 agrees not to bring additional charges against Defendant based on information in
11 its possession at the time of this Plea Agreement that arise from conduct that is
12 either charged in the Indictment or identified in discovery produced in this case,
13 unless Defendant breaches this Plea Agreement before sentencing.

14 10. United States Sentencing Guidelines Calculations

15 Defendant understands and acknowledges that the United States Sentencing
16 Guidelines ("USSG" or "Guidelines") apply and that the Court will determine
17 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
18 The United States and Defendant agree to the following Guidelines calculations.

19 a. *Base Offense Level*

20 The parties agree and stipulate that more than 40 grams but less than 160
21 grams of fentanyl was distributed, and attempted to be distributed in furtherance of
22 the criminal activity jointly undertaken by Defendant and his co-conspirators; this
23 amount was within the scope of Defendant's agreement; this amount was
24 reasonably foreseeable to this Defendant in connection with the conspiracy; and
25 this Defendant's relevant conduct for sentencing purposes should be calculated
26 based upon this amount, pursuant to USSG §1B1.3.

27 Therefore, the parties agree and stipulate that, his base offense level is 24.
28 See USSG §2D1.1(a)(5), (c)(8); USSG §1B1.3(a).

1 b. *Special Offense Characteristics*

2 The parties agree that Defendant is not eligible for application of the Safety
3 Valve pursuant to 18 U.S.C. § 3553(f), USSG §5C1.2, and USSG §2D1.1(b)(18).

4 The United States and the Defendant agree that Defendant's base offense
5 level is increased by 2 levels because Defendant possessed a firearm ^{Dangerous weapon} in connection
6 with the offense. See USSG §2D1.1. RAB
CW

7 The parties agree that no other specific offense characteristics apply.

8 c. *Acceptance of Responsibility*

9 The United States will recommend that Defendant receive a downward
10 adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a), (b), if
11 Defendant does the following:

- 12 i. accepts this Plea Agreement;
- 13 ii. enters a guilty plea at the first Court hearing that takes
14 place after the United States offers this Plea Agreement;
- 15 iii. demonstrates recognition and affirmative acceptance of
16 Defendant's personal responsibility for Defendant's
17 criminal conduct;
- 18 iv. provides complete and accurate information during the
19 sentencing process; and
- 20 v. does not commit any obstructive conduct.

21 The United States and Defendant agree that at its option and on written
22 notice to Defendant, the United States may elect not to recommend a reduction for
23 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
24 charged with, or convicted of, any criminal offense, or if Defendant tests positive
25 for any controlled substance.

26 d. *Agreements Regarding Representations to the Court*

27 The United States has a duty of candor to the tribunal. If the United States
28 and Defendant do not agree on the appropriate length of incarceration, the

1 appropriate length or applicable terms of supervised release, and/or the correct
2 guidelines calculations, variances, departures, and/or enhancements, the United
3 States reserves the right to respond to any and all arguments made by Defendant,
4 on any bases the United States deems appropriate, at all stages of this criminal
5 case.

6 Defendant may make any arguments it deems appropriate, at all stages of
7 this criminal case.

8 Regarding all briefing, submissions, and hearings in this criminal case, the
9 United States and Defendant agree to the following provisions:

- 10 i. The United States and Defendant may each respond to
11 any questions from the Court or United States Probation
12 Office;
- 13 ii. The United States and Defendant may each supplement
14 the facts under consideration by the Court by providing
15 information the United States or Defendant deems
16 relevant;
- 17 iii. The United States and Defendant may each present and
18 argue any additional facts that the United States or
19 Defendant believe are relevant to the Sentencing
20 Guidelines computation or sentencing;
- 21 iv. The United States and Defendant may each present and
22 argue information that may already be known to the
23 Court, including information contained in the
24 Presentence Investigation Report;
- 25 v. The United States and Defendant may each respond to
26 any arguments presented by the other;
- 27 vi. In order to support the United States' sentencing
28 recommendation as set forth herein, the United States

1 may oppose and argue against any defense argument or
2 any recommendation for any sentence lower than the
3 sentence recommended by the United States on any basis,
4 including arguments for a lower offense level, a lower
5 criminal history calculation, the application or non-
6 application of any sentencing enhancement or departure,
7 and/or any variance from the Guidelines range as
8 calculated by the Court;

9 vii. In order to support the defense sentencing
10 recommendation as set forth herein, Defendant may
11 oppose and argue against any argument by the United
12 States, or any recommendation for any sentence higher
13 than the sentence recommended by the defense on any
14 basis, including arguments for a higher offense level, a
15 higher criminal history calculation, the application or
16 non-application of any sentencing enhancement or
17 departure, and/or any variance from the Guidelines range
18 as calculated by the Court;

19 viii. The United States may make any sentencing arguments
20 the United States deems appropriate so long as they are
21 consistent with this Plea Agreement, including arguments
22 arising from Defendant's uncharged conduct, conduct set
23 forth in charges that will be dismissed pursuant to this
24 Plea Agreement, and Defendant's relevant conduct; and

25 ix. Defendant may make any sentencing arguments
26 consistent with this Plea Agreement Defendant deems
27 appropriate.

28 e. *No Other Agreements*

1 The United States and Defendant have no other agreements regarding the
2 Guidelines or the application of any Guidelines enhancements, departures, or
3 variances.

4 f. *Criminal History*

5 The United States and Defendant have no agreement and make no
6 representations about Defendant's criminal history category, which will be
7 determined by the Court after the United States Probation Office prepares and
8 discloses a Presentence Investigative Report.

9 11. Incarceration

10 At the time of Defendant's original sentencing in the District Court, the
11 United States agrees to make a sentencing recommendation to the Court that is
12 consistent with this Plea Agreement. The United States' agreement to make such a
13 recommendation is limited exclusively to the time of Defendant's original
14 sentencing in the District Court. The United States' agreement to make such a
15 recommendation does not prohibit or limit in any way the United States' ability to
16 argue for or against any future sentencing modification that takes place after
17 Defendant's original sentencing in the District Court, whether that modification
18 consists of an amendment to the Guidelines, a change to a statutory minimum or
19 maximum sentence, any form of compassionate release, any violation of
20 Supervised Release, or any other modification that is known or unknown to the
21 parties at the time of Defendant's original criminal sentencing. In this Plea
22 Agreement, the United States makes no promises or representations about what
23 positions the United States will take or recommendations the United States will
24 make in any proceeding that occurs after Defendant's original sentencing in the
25 District Court.

26 The United States agrees to recommend the low end of the Guidelines, as
27 calculated by the United States.

28 Defendant may recommend any legal sentence.

12. Supervised Release

The United States and Defendant each agree to recommend 4 years of supervised release. Defendant agrees that the Court's decision regarding the conditions of Defendant's Supervised Release is final and non-appealable; that is, even if Defendant is unhappy with the conditions of Supervised Release ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or any term of Supervised Release.

The United States and Defendant agree to recommend that in addition to the standard conditions of supervised release imposed in all cases in this District, the Court should also impose the following conditions:

- a. The United States Probation Officer may conduct, upon reasonable suspicion, and with or without notice, a search of Defendant's person, residences, offices, vehicles, belongings, and areas under Defendant's exclusive or joint control.
- b. Defendant shall participate and complete such drug testing and drug treatment programs as the Probation Officer directs.
- c. Defendant shall complete mental health evaluations and treatment, including taking medications prescribed by the treatment provider. Defendant shall allow reciprocal release of information between the Probation Officer and the treatment provider. Defendant shall contribute to the cost of treatment according to the Defendant's ability.

13. Criminal Fine

The United States and Defendant may make any recommendation concerning the imposition of a criminal fine. Defendant acknowledges that the

1 Court's decision regarding a fine is final and non-appealable; that is, even if
2 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for
3 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
4 Agreement, or appeal Defendant's conviction, sentence, or fine.

5 14. Mandatory Special Penalty Assessment

6 Defendant agrees to pay the \$100 mandatory special penalty assessment to
7 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
8 § 3013.

9 15. Payments While Incarcerated

10 If Defendant lacks the financial resources to pay the monetary obligations
11 imposed by the Court, Defendant agrees to earn money toward these obligations by
12 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

13 16. Additional Violations of Law Can Void Plea Agreement

14 The United States and Defendant agree that the United States may, at its
15 option and upon written notice to the Defendant, withdraw from this Plea
16 Agreement or modify its sentencing recommendation if, prior to the imposition of
17 sentence, Defendant is charged with or convicted of any criminal offense or tests
18 positive for any controlled substance.

19 17. Waiver of Appeal Rights

20 Defendant understands that Defendant has a limited right to appeal or
21 challenge Defendant's conviction and the sentence imposed by the Court.

22 In return for the concessions that the United States has made in this Plea
23 Agreement, Defendant expressly waives all of Defendant's rights to appeal any
24 aspect of Defendant's conviction and/or the sentence the Court imposes on any
25 grounds.

26 Defendant expressly waives Defendant's right to appeal any fine, term of
27 supervised release, or restitution order imposed by the Court.

1 Defendant expressly waives the right to file any post-conviction motion
2 attacking Defendant's conviction and sentence, including a motion pursuant to 28
3 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
4 information not now known by Defendant and which, in the exercise of due
5 diligence, Defendant could not know by the time the Court imposes sentence.

6 Nothing in this Plea Agreement shall preclude the United States from
7 opposing any post-conviction motion for a reduction of sentence or other attack
8 upon the conviction or sentence, including, but not limited to, writ of habeas
9 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

10 18. Withdrawal or Vacatur of Defendant's Plea

11 Should Defendant successfully move to withdraw from this Plea Agreement
12 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
13 under any circumstance, then:

- 14 a. Any obligations, commitments, or representations made by the
15 United States in this Plea Agreement shall become null and
16 void;
- 17 b. The United States may prosecute Defendant on all available
18 charges;
- 19 c. The United States may reinstate any counts that have been
20 dismissed, have been superseded by the filing of another
21 charging instrument, or were not charged because of this Plea
22 Agreement; and
- 23 d. The United States may file any new charges that would
24 otherwise be barred by this Plea Agreement.

25 The decision to pursue any or all of these options is solely in the discretion
26 of the United States Attorney's Office.

27 Defendant agrees to waive any objections, motions, and/or defenses
28 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate

1 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or
2 dismissed, including any claim alleging a violation of Double Jeopardy.

3 Defendant agrees not to raise any objections based on the passage of time,
4 including but not limited to alleged violations of any statutes of limitation or any
5 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
6 Amendment.

7 19. Integration Clause

8 The United States and Defendant acknowledge that this document
9 constitutes the entire Plea Agreement between the United States and Defendant,
10 and no other promises, agreements, or conditions exist between the United States
11 and Defendant concerning the resolution of the case.

12 This Plea Agreement is binding only on the United States Attorney's Office
13 for the Eastern District of Washington, and cannot bind other federal, state, or local
14 authorities.

15 The United States and Defendant agree that this Agreement cannot be
16 modified except in a writing that is signed by the United States and Defendant.

17 Approvals and Signatures

18 Agreed and submitted on behalf of the United States Attorney's Office for
19 the Eastern District of Washington.

20 Richard R. Barker
21 Acting United States Attorney

22 
23 Rebecca R. Perez
24 Assistant United States Attorney

25 5/15/25
26 Date

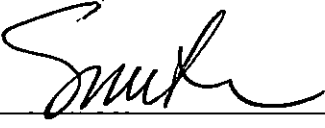
27 I have read this Plea Agreement and I have carefully reviewed and discussed
28 every part of this Plea Agreement with my attorney. I understand the terms of this
Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and

1 voluntarily. I have consulted with my attorney about my rights, I understand those
2 rights, and I am satisfied with the representation of my attorney in this case. No
3 other promises or inducements have been made to me, other than those contained
4 in this Plea Agreement. No one has threatened or forced me in any way to enter
5 into this Plea Agreement. I agree to plead guilty because I am guilty.

6
7
8 
9 Christian Meza
Defendant


Date

10
11 I have read the Plea Agreement and have discussed the contents of the
12 agreement with my client. The Plea Agreement accurately and completely sets
13 forth the entirety of the agreement between the parties. I concur in my client's
14 decision to plead guilty as set forth in the Plea Agreement. There is no legal
15 reason why the Court should not accept Defendant's guilty plea.

16
17 
18 Rick Smith
19 Attorney for Defendant


Date